

**UNIFORM COMMERCIAL CODE FINANCING STATEMENT-UCC-1**  
**(USE UCC-1F for FARM PRODUCTS)**

**INSTRUCTIONS (Items marked \* are optional):**

1. PLEASE TYPE
2. List exact name of business and, if individual, list LAST name of debtors first
3. Please verify and enter Social Security number for each debtor. Businesses list tax I.D. numbers.
4. Please check debtor type P if individual and C if commercial (commercial includes sole proprietorship).
5. List complete address to include county code and nine-digit zip code
6. If collateral is fixtures, or will be fixtures when installed, or covers minerals or standing timber, a legal description of real estate and name of record owner or lessee are required
7. County codes should be included and are listed on the back of form
8. If space provided for any item(s) is inadequate, the item(s) should be continued on Form UCC-E.
9. Submit completed form in triplicate with appropriate filing fee to Secretary of State UCC Division, P.O. Box 136, Jackson, MS 39205-0136 and/or Chancery Clerk of proper county.

This Financing Statement is presented to the Filing Officer pursuant to the Uniform Commercial Code. UCC-1  
 STATE OF MISSISSIPPI

**BOOK 910 PAGE 209**

**1. Debtor(s)**

**Brown/French Properties, L.P.**

Debtor (Last Name First)/Business Name  
**4622 Clarke Rd.**

Mailing Address  
**Memphis, TN 38141**

City State \*County Code Zip

\*Type of Debtor: P C

\*Tax ID/SS.#

Debtor (Last Name First)/Business Name

Mailing Address

City State \*County Code Zip

\*Type of Debtor: P C

\*Tax ID/SS.#

**2. Secured Party**

**Boatmen's Bank of Tennessee**

Secured (Last Name First)/Business Name  
**6060 Poplar Ave.**

Address  
**Memphis, TN 38119**

City State \*County Code Zip

\*Type of Secured: P C

\*Tax ID/SS.#

**3. Assignee**

Assignee (Last Name First)/Business Name

Address

City State \*County Code Zip

\*Type of Assignee: P C

\*Tax ID/SS.#

**4. This Financing Statement covers the following types (or items) of property:**

All furniture, furnishings, machinery, equipment and fixtures, accounts, accounts receivable, inventory and other personal property as described on Exhibit "B" attached hereto. The collateral includes fixtures located on the real property described on Exhibit "A" attached hereto.

**TO BE FILED IN THE REAL PROPERTY RECORDS - DESOTO COUNTY CHANCERY CLERK**

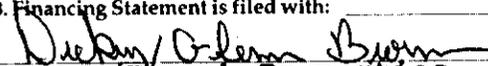
Prepared by and return to:  
 J. Philip Jones, Esq.  
 Martin, Tate, Morrow & Marston  
 22 North Front Street, Suite 1100  
 Memphis, TN 38103  
 (901) 522-9000

STATE OF MISSISSIPPI  
 DESOTO COUNTY  
 CHANCERY CLERK  
 JUN 28 8 32 AM 1997  
 BK 910 PG 209  
 W.E. DAVIS CHANCERY CLERK

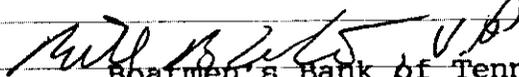
**5. Check  if this statement is filed without the Debtor's signature to perfect a security interest in collateral:**

- already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's local jurisdiction was changed to this state.
- which is proceeds if the security interest in the original collateral was perfected.
- where the original filing has lapsed.
- acquired after a change of name, identity, or corporate structure of the Debtor.
- if lien to secure payment of royalty proceeds (effective 1 year).

**6. Check  if covered:  Products of collateral.**

**8. Financing Statement is filed with:**  
  
**Brown/French Properties, L.P.**

**7. Number of additional sheets attached:** \_\_\_\_\_

  
**Boatmen's Bank of Tennessee**

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)  
 (required only when filed without Debtor signature)

EXHIBIT "A"

LEGAL DESCRIPTION OF A 4.00, MORE OR LESS, ACRE TRACT OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AND IS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8 INCH REBAR FOUND ON THE SOUTH RIGHT OF WAY OF NESBIT ROAD AT A NORTHEAST CORNER OF THE MUCCILLO TRACT BEING SOUTH 86 DEGREES 47 MINUTES 54 SECONDS EAST 791.21 FEET FROM THE WEST LINE OF SAID SECTION; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 86 DEGREES 58 MINUTES 18 SECONDS EAST 445.52 FEET TO A 3/8 INCH REBAR FOUND AT THE NORTHWEST CORNER OF THE NESBIT WATER ASSOCIATION, INC. TRACT; THENCE SOUTH 00 DEGREES 10 MINUTES 13 SECONDS WEST 391.20 FEET ALONG SAID TRACT TO A 1 INCH PINCH TOP PIPE FOUND AT A NORTHEAST CORNER OF THE MUCCILLO TRACT; THENCE NORTH 86 DEGREES 59 MINUTES 04 SECONDS WEST 445.18 FEET ALONG A NORTH LINE OF SAID TRACT TO A 3/8 INCH REBAR FOUND; THENCE NORTH 00 DEGREES 07 MINUTES 13 SECONDS EAST 391.32 FEET ALONG A EAST LINE OF SAID TRACT TO THE POINT OF BEGINNING CONTAINING 4.00, MORE OR LESS, ACRE (174,028, MORE OR LESS, SQUARE FEET) OF LAND BEING SUBJECT ALL CODES, REGULATIONS AND REVISIONS, SUBDIVISION COVENANTS, EASEMENTS, AND RIGHTS OF WAY OF RECORD.

## EXHIBIT "B"

DEBTOR: Brown/French Properties, L.P.  
SECURED PARTY: Boatmen's Bank of Tennessee

(a) All heating, plumbing, lighting, water heating, incinerating, ventilating and air conditioning equipment, swimming pool equipment, shades, awnings, blinds, drapes and draperies, linoleum, rugs and carpeting, all furniture, furnishings, machinery, equipment, and fixtures (whether or not so attached to the realty as to become a part thereof) and all other tangible personal property of every kind and character owned by Trustor (Debtor) now or at any time hereafter located in or on the Property or the buildings and improvements on the Property described in Exhibit "A" attached hereto, together with all substitutions, additions, and accessions to any and all of the foregoing, and exchanges and replacements of any and all of the foregoing;

(b) All building materials owned by Trustor (Debtor) now or hereafter located on the Property, prior to incorporation of said building materials in the improvements on the Property;

(c) All plans and specifications owned by Trustor (Debtor) related to the Property and any and all improvements now existing or hereafter to be constructed on the Property;

(d) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, accounts receivable, contract rights, general intangibles, and benefits, relating to the Property, and whether arising under any and all leases or tenancies now existing or hereafter created on the Property described in Exhibit "A" or otherwise, and any improvements thereon, or any part thereof;

(e) All leases and subleases covering the Property described in Exhibit "A" or any portion thereof now or hereafter existing or entered into, and all rights and interests thereunder, including without limitation, all cash or security deposits, advance rentals, guarantees and deposits or similar nature;

(f) All judgments, awards of damages, and settlements hereafter made to Trustor (Debtor) as a result of or in lieu of any taking of the Property and improvements, or any part thereof or interest therein under the power of eminent domain, or for any damage (whether cause by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(g) All proceeds of hazard or other insurance policies payable to Trustor (Debtor) maintained with respect to any collateral described in subparagraphs (a) and (b) above or with respect to the improvements now or hereafter located on the Property (whether or not Boatmen's Bank of Tennessee is loss payee thereof); and

(h) All proceeds of any and all of the foregoing collateral. Although proceeds are covered, Boatmen's Bank of Tennessee does not authorize the sale or other transfer of any of the collateral or the transfer of any interest in the collateral.